

EXHIBIT 4

SECOND AMENDMENT TO SERVICES AND LICENSE AGREEMENT

BETWEEN SERVICETITAN, INC. and JAN-PRO FRANCHISING INTERNATIONAL, INC.

This Second Amendment to the Services and License Agreement ("Amendment") is effective as of 11/5/2021, ("Effective Date") and is entered into by and between JAN-PRO Franchising International, Inc., a Massachusetts corporation, with a place of business at 2520 Northwinds Parkway, Suite 375, Alpharetta, GA 30009 ("JPI") and ServiceTitan, Inc., a Delaware corporation with a place of business at 801 N. Brand Blvd, Suite 700, Glendale, CA 91203 ("ServiceTitan").

RECITALS

1. JPI and Servant Systems, Inc. executed a Services and License Agreement on October 3, 2019 (the "Agreement"). In a letter agreement and amendment dated November 3, 2020 ("First Amendment"), JPI consented to the assignment and assumption of the Agreement to ServiceTitan.
2. The purpose of this Amendment is to define the scope and terms of the Phase II development of the Franchise Management System ("FMS") as contemplated in the First Amendment.

TERMS


NOW THEREFORE, in consideration of the promises and mutual agreements made herein, the Parties agree to the following changes to the Services and License Agreement:

1. **Recitals**. The recitals are incorporated into the Terms of this Amendment as if fully set forth in this Section 1.
2. **Scope of Work**. The scope of work for Phase II development of the FMS is set forth on Exhibit B.
3. **Total Hours**. The total hours inclusive of development, infrastructure and deployment, support, project management, short parallel run support, long parallel run support, first live beta support and second and third live beta support totals 7,648 – 8,284 hours. The scope of work and hours represent 12.03 to 13.03 sprints.
4. **Project Cost**. Total project cost for the scope of work set forth on Exhibit B is a range of \$907,047 - \$982,627 ("Project Cost").
 - a. **ServiceTitan Funding**. ServiceTitan will cover the 75 Items listed as "ST Covers" in Exhibit B and the proportional share of Overhead costs with an estimated 876 hours or 1.38 sprints representing \$103,867 of the Project Cost ("ServiceTitan Funding"). ServiceTitan Funding will be applied as a credit to costs of the stories to be completed by ServiceTitan free of charge to JPI as identified on Exhibit B.

- b. JPI Costs. JPI's estimated payment is for 6,772 hours up to a maximum (not to exceed amount) of 7,408 hours for completion of the remaining stories on Exhibit B not funded by ServiceTitan. For purpose of clarify, JPI has no commitment to a minimum spend. Of the hours set forth in this Section 4.b., 3,459 are allocated to JPI development billable hours and include an incremental 120 hours for Data Migration. The total estimated development sprints are 10.65 to 11.65.
 - c. Not to Exceed Budget. The parties acknowledge and agree that this limitation on JPI's costs constitute a not to exceed budget for the Phase II scope of work identified on Exhibit B of \$878,760 for JPI and the total not to exceed budget is \$982,627 inclusive of JPI and ServiceTitan costs.
- 5. Addition of Stories/Hours. Any modification or addition of a story or addition of hours for JPI, must have the prior express written consent of the following individuals: Brand President, Jan-Pro, Vice President of Technology, LYNX Franchising, and Chief Financial Officer, LYNX Franchising. Any modification or addition of a story or addition of hours for ServiceTitan must have the prior express written consent of Donald A. DeSmith (or his successor). Any modification or addition of a story or addition of hours may only be made through a change order in substantially the same form as set forth in Exhibit A. The parties agree and acknowledge that if a story is added, the equivalent lower priority hours could drop off, or additional cost would need to be approved.
- 6. Integration. This Second Amendment (together with its exhibits and schedules, and all other written agreements related to this Agreement that are referenced in this Agreement, including the First Amendment and the Agreement) represents the entire understanding and agreement between the parties with respect to the subject matter of this Second Amendment, and supersedes all other negotiations, understandings and representations, if any, made by and between the parties. No representation, inducement, promise or agreement, oral or otherwise not embodied in this Agreement, its exhibits or schedules, or any other written agreement related to this Agreement and referenced in this Agreement (including the First Amendment and Agreement) is of any force and effect.
- 7. Ratification and Conflicts. All other provisions of the Agreement and the First Amendment not modified herein are hereby ratified and confirmed and remain in full force and effect. In the event of a conflict between this Second Amendment and the Agreement or First Amendment, this Second Amendment shall control.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date shown above.

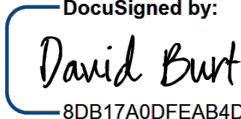
JAN-PRO Franchising International, Inc.

By: 
DocuSigned by:
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Name: Michael Borreca

Title: SVP, CFO

ServiceTitan, Inc.

By: 
DocuSigned by:
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Name: David Burt

Title: CFO

Exhibit A – Change Order Sample

Project Change Request

Project name:

SmartHub

Requested by:

Date:

Request name:

Request number:

Change description:

Change reason:

Impact of change:

- **Scope:**
- **Budget:**
- **Timeline:**
- **Resourcing:**
- **Communications:**
- **Other:**

Proposed action:

Associated cost:

Approved by:

Jan-Pro Systems International, Inc.

Brand President, Jan-Pro
Date:

Vice President, IT, LYNX Franchising
Date:

Chief Financial Officer, LYNX Franchising
Date:

Servant Solutions / Service Titan

Don DeSmith
Date: